**TERMS FOR PROVISION OF DATA FOR EVALUATION PURPOSES**

These Terms for Provision of Data for Evaluation Purposes (the “**Terms**”) apply to **Mobileye Vision Technologies Ltd.** and/or its affiliates’ provision of Data to you, [ ], for evaluation purposes.

# Definitions

|  |  |
| --- | --- |
| **Confidential Information** | Any Mobileye device, graphics, source code, object code, software, data, written information, or information in other tangible forms; these Terms; the Data; and the fact that Mobileye has disclosed Data to you; except where the foregoing (1) is independently developed by you without the use of Confidential Information; (2) is known, or that becomes known, to the general public without breach of these Terms; or (3) was known to you at the time of disclosure by Mobileye or on Mobileye’s behalf |
| **License Fee** | As set out in Schedule B to these Terms |
| **License Period** | As set out in Schedule C to these Terms |
| **Licensed Use** | As set out in Schedule D to these Terms |
| **Road** | As set out in Schedule A to these Terms |

1. **License Grant**
   1. Subject to and conditional upon your compliance with these Terms, Mobileye shall provide you with data concerning the Road, of the type, in the manner, at the frequency and for the time set out in Schedule A to these Terms (the “**Data**”), and hereby grants you, during the License Period, a non-exclusive, non-transferable, non-assignable, non-sublicensable, limited and revocable license for the Data (but not for any technology used to generate, store or transmit data), solely for and to the extent permitted by the Licensed Use; and except as may be expressly permitted by the Licensed Use, you may not:
      1. transfer, share, sublicense, distribute, sell or market the Data to third parties;
      2. create any product or service, for supply to third parties, which has benefitted from, relied on or made any use of Data (including where you have created your products or services by modifying, reformatting, or analyzing the Data);
      3. copy, modify, edit, adapt, enhance, improve, revise or create derivative works from any of the Data;
      4. create, develop, use, make available or otherwise exploit any data derived from the Data;
      5. remove any Mobileye titles, trademark symbols, copyright symbols or other legends from the Data;
      6. use the Data in any way that is prejudicial to Mobileye’s reputation;
      7. seek to bypass or disable any protections that may be put in place to provide security for the Data or to protect against unlicensed use of it; or
      8. reverse engineer or otherwise tamper with the Data.
   2. You shall notify Mobileye promptly in writing of any actual or suspected errors in connection with the Data.
   3. You shall use adequate technological and security measures to ensure that the Data are secure from unauthorized use or access.
   4. You may not subject any portion of the Data to any open data, copyleft or similar license obligations including by combining or distributing the Data with open data in a manner that subjects Mobileye, the Data or any portion thereof to any open data, copyleft or similar license obligations.
   5. Where you use the Data in a tangible medium, you shall ensure that appropriate acknowledgement of its Mobileye provenance is made.
2. **Auditing.** You shall maintain accurate and complete records of your use of the Data. Mobileye may request details of operations and documentation to ensure your compliance with these terms.
3. **Ownership.** Vis-à-vis you, Mobileye owns and retains all right, title and interest (including all intellectual property rights) in and to the Data including all text, graphics, software, data, information, images, sound, video, audio-visual works, and data associated with it, as well as any copies. Except as expressly stated herein, no license, right or interest in any Mobileye intellectual property rights is granted hereunder. You irrevocably assign to Mobileye all right, title and interest in any corrections, enhancements, improvements or other feedback or ideas you make available to Mobileye in connection with your use of the Data. You shall mark any copies of the Data in any tangible medium with a notice that they belong to Mobileye.

1. **License Fee and Manner of Payment.** In return for the Service, you shall pay Mobileye the License Fee before Mobileye starts providing Data, without any deduction or set-off for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority; and, to the extent any such deduction or set-off is compelled, you shall pay Mobileye such additional amount as is necessary to ensure that Mobileye receives the full amount which it would have received but for the deduction or set-off.
2. **Term and Termination.**
   1. The License is for the License Period.
   2. To the extent that Mobileye is obliged to provide you with Data at a particular frequency, Mobileye may cease providing Data at any time upon 30 days’ notice to you. This will not affect the License for Data which Mobileye has already provided to you.
   3. Mobileye may terminate the License prior to the end of the License Period where either (i) you breach section ‎2.1 above, with immediate effect, or (ii) you are in material breach of any Term which breach is either incapable of being remedied or is not remedied within 30 days of Mobileye’s written request to do so. Upon such early termination of the License, you shall (i) immediately cease use of the Data and (ii) return or destroy all copies of it.
   4. At the end of the License Period (if not perpetual), you shall (i) immediately cease use of the Data and (ii) return or destroy all copies of it.
   5. In any event, these Terms shall survive termination or expiration of the License for as long as you retain any Data.
3. **Confidentiality & Export Control** 
   1. You shall retain Confidential Information in confidence, use it only for the purpose of these Terms, and not disclose it to any third party except as expressly permitted by your Licensed Use; and use reasonable care to protect Mobileye’s Confidential Information from unauthorized disclosure.
   2. Where you are required by law to disclose Confidential Information you may disclose whatever Confidential Information you are specifically required to disclose, provided, however, that you first notify Mobileye in writing of this and cooperate with Mobileye if it so desires to seek an appropriate protective order.
   3. In the event of any unauthorized disclosure or use of Confidential Information, Mobileye may seek injunctive or other equitable relief, in addition to any other rights and remedies it may have, from any competent jurisdiction the necessity of proving actual damages or posting any bond or other security.
   4. To the extent Mobileye and you have executed a non-disclosure agreement (“**NDA**”) the provisions of the NDA shall continue to apply, and in the event of contradiction between this section and the NDA with respect to your confidentiality undertakings to Mobileye, the stricter terms shall prevail.
   5. You agree to comply fully with all relevant United States and European export control laws and regulations (collectively, “**Export Control Laws**”) and in particular, shall not, directly or indirectly, export, re-export, divert, or transfer Confidential Information (i) to any destination or person to whom/which this is restricted or prohibited by Export Control Laws nor (ii) to any of the following countries: Iran, North Korea, Lebanon, Sudan, Syria, Cuba and Iraq.

1. **DISCLAIMER OF WARRANTY.** THE DATA IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY, AND MOBILEYE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING AS TO THE DATA’S MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, ACCURACY, COMPLETENESS, TIMELINESS, QUALITY OR LACK OF INFRINGEMENT. ALL WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY LAW ARE EXCLUDED TO THE EXTENT PERMITTED. MOBILEYE SHALL NOT BE LIABLE FOR ANY CLAIMS, LOSSES OR DAMAGES OF ANY KIND, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, SUFFERED BY ANY PERSON INCLUDING YOU AND YOU AGREE TO INDEMNIFY AND DEFEND MOBILEYE FROM AND AGAINST ANY SUCH LIABILITY.
2. **Data Protection Privacy.** Each party will process, control and transfer any personal data it has access to in the context of these Terms in accordance with applicable data protection laws. You acknowledge Mobileye’s Privacy Policy, as may be amended from time to time, available for review at [www.mobileye.com](http://www.mobileye.com).
3. **Governing Law and Jurisdiction.** These Terms shall be governed, construed and interpreted in accordance with the laws of England and Wales without regard to its conflict of laws principles. Each of the parties hereto consents to the exclusive jurisdiction and venue of the competent courts of London, England.
4. **General.** 
   1. The provisions of these Terms constitute the entire agreement between the parties with respect to the subject matter hereof, and these Terms supersede all prior and contemporaneous agreements or representations, oral or written, regarding such subject matter.
   2. You may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, these Terms or any or its rights or obligations under these Terms.
   3. In the event that any provision of these Terms is held invalid the remaining parts of these Terms will continue to be enforceable.

**I have read the above, and agree to it.**

I have the right to sign on behalf of **[ ]**

Signature:

Name: Date:

**Schedule A: Road and Data (e.g. type, manner/format of provision, frequency, and length of time of provision)**

[ ]

**Schedule B: License Fee**

[ ]

**Schedule C: License Period**

Time during which data is provided, per Schedule A, plus an additional 30 days thereafter

**Schedule D: Licensed Use (for the License Period)**

1. Access and view the Data.
2. Store the Data.
3. Internally test and evaluate the Data; and facilitate this for [ ]